

**REQUEST FOR PROPOSALS
2013/14-3120-12-001**

**TO PROVIDE PIZZA VENDING/DELIVERY SERVICES AND
CORPORATE SPONSORSHIP**

FOR

THE CITY OF HIALEAH

**EDUCATION & COMMUNITY SERVICES DEPARTMENT
SPECIAL EVENTS
DEPARTMENT OF PARKS & RECREATION**

THE CITY OF HIALEAH, FLORIDA

PROPOSAL RETURN DATE

OCTOBER 24, 2013

AT 11:00 A.M.

CITY OF HIALEAH

REQUEST FOR PROPOSAL

Sealed, written proposals will be received by the Office of the City Clerk of the City of Hialeah, Florida, 501 Palm Avenue until **11:00 A.M., Thursday, October 24, 2013** at which time all proposals will be publicly opened and read aloud in the Council Chambers, 3rd Floor, for furnishing the following:

**TO PROVIDE PIZZA VENDING/DELIVERY SERVICES AND CORPORATE
SPONSORSHIP FOR THE CITY OF HIALEAH
RFP NO. 2013/14-3120-12-001**

Evaluation criteria: Qualifications/Experience 30%; Financials 35%; Technical Response 35%. The City discourages companies that do not meet high professional standards and experience to apply.

Contract documents, drawings, specifications and proposal forms for all proposals may be obtained at the Purchasing Office, City Hall, 501 Palm Avenue, 4th Floor, Hialeah, Florida, by calling 883-5857 or via email to lasuarez@hialeahfl.gov.

A PRE-PROPOSAL CONFERENCE will be held on **TUESDAY, SEPTEMBER 24, 2013 at 10:00 AM** at Hialeah City Hall at 501 Palm Avenue, Third Floor Conference Room, Hialeah, Florida 33010 for a pre-proposal conference. Please contact Luis A. Suarez by phone at 305-883-5857 or via email at LASuarez@hialeahfl.gov to confirm attendance.

Proposals shall be submitted in sealed envelopes and shall bear on the face, thereof, the Proposal Number, and the complete name and address of the proposer.

The City of Hialeah reserves the right to reject any and all proposals, or to waive any informality in the bidding. Proposals may be held by the City of Hialeah for a period not to exceed one hundred and eighty (180) days from the date of opening for the purpose of reviewing the proposals and investigating the qualifications of the proposers, prior to awarding of the contract.

The City of Hialeah reserves the right to accept, or reject proposals on each item separately or as whole.

CITY OF HIALEAH, FLORIDA



Carlos F. Lopez
Acting Purchasing Director

Advertisement Date:
Tuesday, June 17, 2013

**THE CITY OF HIALEAH, FLORIDA
OFFICE OF THE CITY CLERK
CITY HALL
501 PALM AVENUE, 3RD FLOOR
HIALEAH, FLORIDA 33010**

**REQUEST FOR PROPOSAL
2013/14-3120-12-001**

**TO PROVIDE PIZZAVENDING/DELIVERY SERVICES AND
CORPORATE SPONSORSHIP FOR
THE CITY OF HIALEAH**

**EDUCATION & COMMUNITY SERVICES DEPARTMENT
SPECIAL EVENTS
DEPARTMENT OF PARKS & RECREATION**

Sealed proposals will be accepted in the Office of The City Clerk, at the above location, until 11:00 A.M. on October 24, 2013 and may not be withdrawn for sixty (60) days from that date.

I. A. PROPOSER CERTIFICATION AND IDENTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this request for proposal, and I certify that I am authorized to sign this proposal for the proposer.

- B. The vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the City of Hialeah, Florida.

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR
CONTRACTOR SUBMITTING PROPOSAL

: _____

MAILING ADDRESS

: _____

CITY, STATE, ZIP CODE

: _____

TELEPHONE NUMBER

: _____

FAX NUMBER

: _____

BY: SIGNATURE (ORIGINAL)
OF AUTHORIZED REPRESENTATIVE

: _____

BY: NAME (TYPED)
OF AUTHORIZED REPRESENTATIVE

: _____

TITLE

: _____

INSTRUCTIONS TO AGENCY/CONTRACTOR SUBMITTING PROPOSAL

I. PREPARING OF PROPOSALS

- A. **THE PROPOSAL IS TO BE SUBMITTED**, using 8-1/2" x 11" paper.
- B. **IDENTIFICATION**. Failure to indicate the contractor's EXACT legal name may rule the proposal irregular. A proposal which does not contain an original signature is considered a *NO PROPOSAL*.

II. SUBMITTING OF PROPOSALS

- A. **Proposal Envelope**. Proposals must be submitted in sealed envelopes or boxes. The original, signed copy of the proposal must be packaged separately and the envelope/box must be marked *original*.
- B. **Number of copies**. Submit two (2) copies of the proposal and one (1) original proposal.
- C. **Place, Date and Hour**. Proposals shall be submitted to the Office of the City Clerk, City Hall, 501 Palm Avenue, 3rd Floor, Hialeah, Florida 33010, no later than 11:00 A.M. on October 24, 2013.

III. CHANGE OR WITHDRAWAL OF PROPOSAL

- A. **PRIOR TO PROPOSAL OPENING**. Should the agency or individual contractor withdraw its proposal they shall do so in writing, this communication to be received by the Office of the City Clerk, City Hall, 501 Palm Avenue, 3rd Floor, Hialeah, Florida 33010, prior to October 24, 2013.

The agency or individual contractor's name and the proposal number should appear on the envelope.

- B. **AFTER PROPOSAL OPENING**. Proposals may not be changed. Prices shall be guaranteed for sixty (60) days from date of submittal.

IV. REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals, to waive irregularities or technicalities, and to request new proposals.

V. FAILURE TO ENTER INTO AGREEMENT WITH CITY

If a successful proposer fails to enter into an agreement with the City because the Proposer did not honor its proposed prices and material non-monetary terms of the proposal, the Proposer shall forfeit its "bond" or payment. Where no bid bond or check has been required, a successful proposer who fails to enter an agreement with the City, the proposer shall lose eligibility to transact business with the City for a period of one (1) year.

DIRECT ALL INQUIRIES TO:

**LUIS A. SUAREZ
PURCHASING DEPARTMENT**

EMAIL : lasuarez@hialeahfl.gov

(This space left intentionally blank)

**REQUEST FOR PROPOSAL
2013/14-3120-12-001
TO PROVIDE PIZZA VENDING/DELIVERY SERVICES AND
CORPORATE SPONSORSHIP FOR
THE CITY OF HIALEAH**

**EDUCATION & COMMUNITY SERVICES DEPARTMENT
SPECIAL EVENTS
DEPARTMENT OF PARKS & RECREATION**

I. PURPOSE:

The City of Hialeah, Florida is soliciting proposals from pizza vending/delivery companies to provide revenues from sales of pizza, marketing support and corporate sponsorship to enhance Special Events and programs coordinated by the Education and Community Services Department and the Department of Parks and Recreation.

II. GENERAL:

The purpose of this Request for Proposals (RFP) is to evaluate and select pizza vending/delivery company and marketing partner that will provide corporate sponsorship support for the enhancement of special events and programs conducted by the Education and Community Services and Parks and Recreation Departments. It is anticipated that a minimum of \$10,000 sponsorship (cash and product combined) for each year of the potential three- (3) year contract would be included to augment revenues derived from concession operations sales. The award of this proposal will result in a three (3) year contract for services with two one (1) year renewal option. The renewal will be contingent upon a formal written evaluation of the services provided by the successful proposer.

- A. The proposer(s) must submit technical qualifications, which set forth accurate and complete responses to this solicitation. The technical qualifications are must meet the minimum requirements set forth in Article III.
- B. The sole compensation for the services provided under this contract will be in the form of sales resulting from the placement of orders from the proposed twenty-six (26) recreation centers and city concession operation locations (see Attachment A).
- C. The proposer will be the exclusive pizza delivery vendor at the twenty-six (26) sites but understand that other vendors (soft drinks, juices, water, snacks and candy, etc.) will also operate at the City of Hialeah facilities.
- D. The successful vendor or vendors will be required to enter into an agreement with the City of Hialeah. The terms and conditions of this agreement will become part of the contract by reference herein. A sample of that agreement is attached (See Attachment B) and may be modified to include the technical and practical sections of the awarded proposal. No other agreement will be accepted.

Current Volume of Sales

This account has averaged more than 7,000 pizzas sold over the course of the past three fiscal years (FY 2010-11, 2011-12 and 2012-13).

Special Event Pizza Sales (# of Pizzas Purchased)

Several special events are held throughout the City of Hialeah on an annual basis. Combined sales conservatively average more than 500 pizzas annually.

III. TECHNICAL REQUIREMENTS:

The technical section of the proposal shall specifically address the manner in which the proposer(s) will meet the minimum requirements presented below. The proposal shall provide sufficient information in order that the evaluators may properly determine the proposer's ability to meet each minimum requirement. Merely paraphrasing the RFP statement of work requirements will be deemed insufficient and unacceptable.

The technical section of this proposal shall specifically address the elements set forth in the paragraphs below.

A. Understanding the specific task requirements.

The proposer shall describe its plan for meeting the requirements of each of the following elements of the performance:

1. Concept for product:

- a. Number of locations within the City of Hialeah
- b. Service (delivery time and service record)
- c. Sales price
- d. Size of pizza – circumference, amount of tomato sauce and cheese (ounces)
- e. Number of slices per pizza
- f. Quality of products – market share (percentage and ranking)
- g. Experience of firm, key personnel and support personnel

**FINANCIAL SECTION OF THIS PROPOSAL SHALL SPECIFICALLY
ADDRESS THE ELEMENTS SET FORTH BELOW:**

A. Concept for developing management and financial reports:

1. *Dollars* toward sponsorship to the City of Hialeah.
 - a. Estimated dates of payment
 - b. Amount of payments

B. Accounting

1. Statements/Invoice
2. Accounting procedures

C. Additional enhancements and marketing support provided:

1. Complimentary pizzas
2. Free pizza certificates
3. Bonus pizzas based on volume of sales (exceeding minimum of 5,000 pizzas)
4. Promotional items (hats, T-shirts, towels, etc.)
5. Marketing support to promote City events, programs and facilities (in-store displays, box top promotions, cross promotions, social media, etc.)
6. Special event support
7. Other

V. INDEMNIFICATION AND INSURANCE

The proposer understands and agrees to comply with the indemnification and insurance provisions of the attached agreement if awarded this contract.

VI. EQUAL EMPLOYMENT OPPORTUNITY:

It is the policy of the City of Hialeah, Florida to ensure equal opportunity to all and that no one discriminates against any employee or applicant for employment because of race, religion, color, gender, age, ancestry, marital status, physical disability, place of birth or national origin.

VII. PRE-PROPOSAL CONFERENCE

The City of Hialeah will hold one informational conference at which time questions will be answered. See timetable under Section IX-Implementation Schedule for time and location of this conference.

Questions relating to this RFP will be answered at this informational conference to be held before proposals are submitted. Proposers are requested to submit their questions in writing to the Office of the City Clerk, City Hall, 501 Palm Avenue, 3rd Floor, Hialeah, Florida 33010, up to two (2) days prior to the pre-proposal conference.

In order to maintain a fair and impartial competitive process, the City of Hialeah will avoid private communications with prospective proposers during the proposal preparation and evaluation period. Please respect this policy and do not attempt to contact or ask questions of City of Hialeah personnel and its contractual service providers regarding this RFP except at the time of the pre-proposal conference.

VIII. SELECTION PROCESS

The final contract award will be based on a two-phase process as follows:

Phase I - Initial Proposal Review

A Selection Committee composed of City staff will review:

1. Technical requirements: To what extent does the proposer address the technical requirements and its ability to meet them?
 - a. Understanding the specific task requirements.
2. Financial requirements: To what extent does the proposer address the financial section as listed in Section IV and its ability to meet them?
3. Experience requirements: The proposer must have prior successful experience in providing similar services, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily provide the services if awarded a contract within one month of proposal due date or a reasonable period of time thereafter.
4. Oral presentations by top three (3)-ranked companies (optional).

Phase II – Recommendation for Selection

The Selection Committee may hold a separate meeting, if necessary, in order to further acquaint themselves with the companies selected in Phase I or make recommendations at the conclusion of the Phase I meeting.

Following the oral presentation (if provided) and careful consideration of all facts relevant to the proposals of each firm, the Committee will select the most qualified company or companies and make its recommendation to the Mayor for submittal to the City Council. No debriefing or discussion session will be held with unsuccessful proposers. Upon completion of the evaluation process, a recommendation will be presented to the City Council for approval.

IX. IMPLEMENTATION SCHEDULE

It is expected that the following implementation schedule will be in effect, but may be subject to change.

	<u>Dates</u>
Advertisement for Request For Proposal	September 17, 2013
Pre-proposal conference to be held at 10:00 a.m:	September 24, 2013
City Hall	
501 Palm Avenue	
3 rd Floor conference room	
Hialeah, Florida 33010	
Opening	October 24, 2013
Award	November 12, 2013
Projected date of contract	December 2, 2013
(or as provided in the contract)	

INSTRUCTIONS FOR SUBMITTING PROPOSALS

- X. Suggested Proposed Format: proposers are reminded that the attached agreement is, by reference and included herein, made a part of this proposal and is to be considered in your response.**

1. Provide information about your company, its size (including revenue), structure and management team.
 - a. How many employees, by position, are in your company?
2. What percent of your business is pizza vending/delivery and what percent of that pizza vending/delivery would be City of Hialeah business?
3. What staff member from your firm would be responsible for coordinating the day-to-day operation?
4. Describe your quality control procedures to insure that all service/delivery requirements are met?
5. Provide concept of marketing plan as it relates to the City of Hialeah to include special events and programming for the Education and Community Services and Parks and Recreation Departments.
6. Describe product to be sold and unit price. **(Include exact specifications of product to include type of dough, amount of cheese, sauce and other ingredients, number of slices per pizza, diameter size and shape of pizza, etc).**
7. Provide concept of management of pizza deliveries.
8. Specifically address the financial and accounting procedures that you would follow.
9. Provide a list of other enhancements that you will provide.
10. Outline additional services that you may provide the City of Hialeah as part of this contract.

ATTACHMENT "A"
LIST OF DELIVERY LOCATIONS
CITY OF HIALEAH
DEPARTMENT OF PARKS AND RECREATION
EDUCATION AND COMMUNITY SERVICES DEPARTMENT

<u>Parks</u>	<u>Address</u>	<u>Phone Number</u>
Babcock Park	651 East 4 th Avenue	(305) 883-8025
Bright Park	750 E. 35 th Street	(305) 696-0213
Bucky Dent Park & Gymnasium	2250 West 60 th Street	(305) 818-9168
Goodlet Park	4200 W. 8 th Avenue	(305) 556-4567
O'Quinn Park	6051 West 2 nd Avenue	(305) 824-5715
Milander Park	4700 Palm Avenue	(305) 557-6770
Sparks Park	1301 West 60 th Street	(305) 821-3425
Walker Community Center	2825 West 8 th Avenue	(305) 884-5513
Wilde Community Center	5405 W. 18 th Avenue	(305) 821-8054
Southeast Park	1015 S.E. 9 th Avenue	(305) 883-8024
Slade Park	2501 W. 74 th Street	(305) 818-2991
Casas Park	7900 W. 33 rd Avenue	(305) 882-0293
Cotson Park	520 W. 23 rd Street	(305) 884-3729
Palm Lakes Park	7450 W. 16 th Avenue	(305) 557-1231

Concessions

Bucky Dent Water Park	2250 West 60 th Street	(305) 818-2990
Bucky Dent Softball Complex *	2250 West 60 th Street	(305) 824-5707
McDonald Water Park	7505 W. 12 th Avenue	(305) 818-9164
Ted Hendricks Stadium	4700 Palm Avenue	(305) 824-5710
Graham Park	455 W. 66 th Street	(305) 824-5721
Goodlet Park	4200 W. 8 th Avenue	(305) 556-4567
Slade Park	2501 W. 74 th Street	(305) 818-2991
Walker Community Center	2825 West 8 th Avenue	(305) 884-5513

Adult Centers

Goodlet	900 W. 44 th Place	(305) 825-4947
Villa Aida	20 W. 6 th Street	(305) 883-8020
Wilde Community Center	5405 W. 18 th Avenue	(305) 556-0833

Therapeutic Recreation Center

Bucky Dent Park (Edgar J. Hall Special Population Center)	2250 West 60 th Street	(305) 824-5705
--	-----------------------------------	----------------

* Undergoing renovations and anticipated to open in mid September 2013.

Attachment "B"

SAMPLE LICENSE AND SPONSORSHIP AGREEMENT

This License Agreement entered into this ____ day of _____, 2013, by and between the City of Hialeah ("City"), a municipal corporation organized and existing by virtue of and under the laws of the State of Florida, 501 Palm Avenue, Hialeah, Florida 33010 and _____, a _____ corporation ("Licensee") _____.

RECITALS

WHEREAS, the City operates educational programs, recreational facilities and maintains parks; and

WHEREAS, the Licensee would like to obtain the exclusive license to furnish prepared and cooked pizzas to the City and to become an official city sponsor in exchange for selling pizzas at a volume discount rate and for providing free pizzas and other promotional items in connection with the activities and special events planned by the City Hialeah Department of Parks and Recreation and the Education and Community Services Department.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

I. TERM

This Agreement shall have a duration of three (3) years, commencing on _____, 2013 and ending on _____, 2016. This agreement may be renewed upon the same provisions and conditions for an additional term of two (1) year upon mutual written consent of the parties.

II. SPECIFIC CONDITIONS

A. City hereby grants to the Licensee the right to exclusive sell and deliver cheese pizzas in the parks and recreational and educational facilities maintained by the City of Hialeah, Florida upon order of the City at the reduced rate/volume discount of \$ ____ for each pizza. The reduced rate is based on a minimum total order through the term of this Agreement of 5,000 pizzas. The pizzas will be delivered within ____ minutes after a phone order has been placed or the scheduled time of delivery. The pizzas, cut in ____ equal slices, shall be ____ inches in diameter with a minimum of ____ ounces of tomato sauce and ____ ounces of cheese.

B. In addition to the obligations set forth in paragraph A above, the Licensee shall pay the City of Hialeah within 10 days of the effective date of this Agreement, the sum of \$_____.

C. The Licensee shall provide _____ complimentary (free) _____ pizzas for special events and programs conducted by the City.

D. As an incentive and for awards for achievements in connection with special events and programs, the Licensee shall further provide _____ complimentary (free) pizza cards redeemable for a _____ pizza with _____ topping.

E. If the volume of pizza sales exceed the minimum 5,000 pizzas during the term of this Agreement, then the City shall receive an additional _____ complimentary (free) pizzas.

F. Licensee shall distribute City of Hialeah special event and program fliers as part of the "box top" when delivering or selling pizzas enclosed in a box top.

G. Licensee shall deliver, free, promotional items for City special events and programs. Quantity and type of promotional items to be agreed upon with mutual consent of City and Licensee.

H. Licensee shall provide the City of Hialeah with promotional banners to publicize programs and special events. Quantity and size of banners to be agreed upon with mutual consent of City and Licensee.

I. Licensee will provide the City of Hialeah with marketing support to include _____.

J. Licensee will provide the City of Hialeah with special event support to include _____.

K. The City of Hialeah agrees to do the following:

1. The City grants an exclusive license and sponsorship in regard to pizza products. The Licensee doing business as _____ will be the Official Pizza of the City of Hialeah Special Events, Educational and/or Community Services Department and/or Department of Parks and Recreation.

2. The City grants marketing rights for the License to advertise and distribute promotional materials at City special events, including, when applicable, the sampling of new products.

3. The official _____ Pizza logo will be placed on event fliers that are distributed to local schools, parks and businesses.

4. The City will identify Licensee as the Official Pizza Sponsor in press releases, public service announcements, Hialeah Channel 77, and City's web site, if applicable.

5. When applicable, the City will place the official _____ Pizza logo on event certificates of participation

6. City will provide banners/sign spaces for each high school game at Ted Hendricks Stadium, provided that the maximum sign space will be no more than 5 feet x 8 feet.

7. For each event, the Licensee, at its own cost, may utilize sign space for banners or signs for each event, when applicable, provided, however, that the maximum sign space will be no more than 3 feet x 8 feet.

III. ACCOUNTING PROCEDURE

The City shall pay every ____ days, according to an agreed-upon payment schedule, all cumulated invoices submitted by the Licensee. For each pizza order, the Licensee must provide an invoice for payment records.

IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Both parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments. Licensee agrees to abide with all Florida, Dade County and City of Hialeah laws, ordinances, codes, rules and regulations pertaining to the operation and maintenance of the properties where the vending machines are to be located as such laws presently exist and as amended.

V. NONDELEGABLE

The obligations and duties of the Licensee pursuant to this Agreement shall not be delegated or assigned, in whole or in part, to any other person or entity without prior written consent of the City.

VI. NONDISCRIMINATION

Licensee agrees that it will not discriminate as to race, sex, color, creed, national origin, age or disability in connection with its performance of this Agreement.

VII. CONSTRUCTION OF LICENSE AND SPONSORSHIP AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida. The Licensee agrees to be subject to the jurisdiction (subject matter and in personam) of the courts of Dade County, Florida and amenable to process. Venue for any litigation arising out of or in connection with this Agreement shall be in Miami-Dade County, Florida.

VIII. AWARD OF LICENSE AND SPONSORSHIP AGREEMENT

Licensee warrants that it has not employed or retained any person employed by the City to solicit or secure this License Agreement and it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or resulting from the award of this License and Sponsorship Agreement.

IX. CONFLICT OF INTEREST

A. Licensee covenants that no person who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Licensee. The Licensee further covenants that in the performance of this Agreement, no person having such conflicting interest shall be employed by the Licensee. Any conflict of interest attributable to the Licensee must be disclosed in writing to the City immediately upon discovery.

B. Licensee is aware of the conflict of interest laws of the City of Hialeah, particularly Hialeah Code, Chapter 26, Article I and II.; Miami-Dade County, Florida, particularly Code of Miami-Dade County, Florida §§ 2-11.1 et seq; and the State of Florida, particularly Chapter 112, Part III, Florida Statutes and agrees that it shall fully comply in all respects with those provisions.

X. INDEPENDENT CONTRACTORS

Licensee, its employees, representatives and agents shall be deemed to be independent contractors, and not agents or employees of the City, and shall not attain any rights or benefits under the civil service or pension laws, rules and regulations of the City, or any rights generally afforded classified or unclassified employees. The Licensee, its employees, representatives and agents shall not be deemed entitled to Florida Workers' Compensation benefits as an employee of the City.

XI. TERMINATION WITHOUT CAUSE

The City retains the right to terminate this Agreement, without cause, upon thirty (30) days advance notice, prior to the completion of the term without penalty to the City.

XII. TERMINATION WITH CAUSE

The City may terminate this Agreement for cause. Termination for cause shall include the following events or actions:

- A. Failure to comply and/or perform in accordance with this Agreement;
- B. Refusal to submit to an audit or failure to provide the City with accurate and complete financial records;
- C. Implementation of Agreement, for any reason, is rendered impossible or unfeasible;
- D. Filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulations relating to relief of debtors;
- E. Adjudicated bankrupt or have any involuntary petition in bankruptcy filed against it; and

If the Licensee causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after thirty (30) days written notice provided to the Licensee by the City within which to cease and/or correct such deficiencies, and upon failure to do so after such written notice, this License Agreement is hereby revoked and canceled without the need for other or further action by City.

XIII. INTEREST CONFERRED BY PERMIT

The provisions of the License Agreement does not constitute a lease and no landlord-tenant relationship is created hereunder. No leasehold interest in the premises is conferred upon the Licensee under the provisions hereof.

XIV. NOTICES

All notices or other communications which shall or may be given pursuant to this License Agreement shall be in writing and shall be delivered by personal service, or by certified mail, return receipt requested, addressed to the other party at the address indicated herein, or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City of Hialeah

Education and Community Services Dept.

7400 W. 24th Avenue, 2nd Floor

Hialeah, Florida 33016

XV. MISCELLANEOUS PROVISIONS

A. **No waiver.** The failure of the City to insist on the performance or observance by the Licensee of any one or more conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such covenant or condition, and the Licensee's obligation with respect to such future performance shall continue in full force and effect.

B. **Gender.** The terms City and Licensee, as herein contained, shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever, the context so requires or admits.

C. **Captions.** Title and paragraph headings are for convenient reference and are not part of this License Agreement. Such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

D. **Severability.** Should any provision, paragraph, sentence, word, or phrase contained in this License Agreement be determined by a court of competent jurisdiction having precedential value to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, City or the United States, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform to such laws, or, if nonmodifiable, then same shall be deemed severable, and, in either event, the remaining terms and provisions of this License Agreement shall remain unmodified and in full force and effect.

E. **Successors and assigns.** This Agreement shall be binding upon and inure to the benefit of the parties herein, their heirs, executors, legal representatives, successors and assigns.

F. **Entire agreement.** This License Agreement and its attachments constitute the sole and only License Agreement of the parties hereto. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License Agreement are of no force or effect.

G. **Amendments.** No amendments to this License Agreement shall be binding on either party unless in writing and signed by both parties.

H. **Conflict.** In the event of conflict between the terms of this License Agreement and any terms, conditions or representations contained in any attached document, the terms in this License Agreement shall prevail.

(THIS SPACE IS LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective proper officers duly authorized thereunto, the day and year first above written.

CITY OF HIALEAH, FLORIDA
P. O. Box 11040
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of the City

Marbelys Fatjo Date
Acting City Clerk
(SEAL)

Mayor Carlos Hernandez Date

Approved as to form and legal sufficiency:

William Grodnick
City Attorney

Authorized signature on behalf of

Attest:

Corporate Secretary Date

By: _____

(Title) Date

(SEAL)

ATTACHMENT "A"

LIST OF DELIVERY LOCATIONS

CITY OF HIALEAH DEPARTMENT OF PARKS AND RECREATION EDUCATION AND COMMUNITY SERVICES DEPARTMENT

<u>Parks</u>	<u>Address</u>	<u>Phone Number</u>
Babcock Park	651 East 4 th Avenue	(305) 883-8025
Bright Park	750 E. 35 th Street	(305) 696-0213
Bucky Dent Park & Gymnasium	2250 West 60 th Street	(305) 818-9168
Goodlet Park	4200 W. 8 th Avenue	(305) 556-4567
O'Quinn Park	6051 West 2 nd Avenue	(305) 824-5715
Milander Park	4700 Palm Avenue	(305) 557-6770
Sparks Park	1301 West 60 th Street	(305) 821-3425
Walker Community Center	2825 West 8 th Avenue	(305) 884-5513
Wilde Community Center	5405 W. 18 th Avenue	(305) 821-8054
Southeast Park	1015 S.E. 9 th Avenue	(305) 883-8024
Slade Park	2501 W. 74 th Street	(305) 818-2991
Casas Park	7900 W. 33 rd Avenue	(305) 882-0293
Cotson Park	520 W. 23 rd Street	(305) 884-3729
Palm Lakes Park	7450 W. 16 th Avenue	(305) 557-1231

Concessions

Bucky Dent Water Park	2250 West 60 th Street	(305) 818-2990
Bucky Dent Softball Complex *	2250 West 60 th Street	(305) 824-5707
McDonald Water Park	7505 W. 12 th Avenue	(305) 818-9164
Ted Hendricks Stadium	4700 Palm Avenue	(305) 824-5710
Graham Park	455 W. 66 th Street	(305) 824-5721
Goodlet Park	4200 W. 8 th Avenue	(305) 556-4567
Slade Park	2501 W. 74 th Street	(305) 818-2991
Walker Community Center	2825 West 8 th Avenue	(305) 884-5513

Adult Centers

Goodlet	900 W. 44 th Place	(305) 825-4947
Villa Aida	20 W. 6 th Street	(305) 883-8020
Wilde Community Center	5405 W. 18 th Avenue	(305) 556-0833

Therapeutic Recreation Center

Bucky Dent Park (Edgar J. Hall Special Population Center)	2250 West 60 th Street	(305) 824-5705
--	-----------------------------------	----------------

* Presently undergoing construction/renovations. Scheduled to open in mid-September 2013.